

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sticky Ribhouse, LLC		05/05/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	600 California St
Internal Address:	19th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	National Association:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	78631368	LUCKY SHUCKERS
Registration Number:	2481565	TARHEEL VINEGAR BARBECUE SAUCE
Registration Number:	2665015	CAROLINA CLASSIC BARBECUE SAUCE
Registration Number:	2434399	MEMPHIS ORIGINAL BARBECUE SAUCE
Registration Number:	2381542	STICKY FINGERS
Registration Number:	2379701	STICKY FINGERS
Registration Number:	2699105	CAROLINA SWEET BARBECUE SAUCE
Registration Number:	1924215	STICKY FINGERS RESTAURANT AND BAR

CORRESPONDENCE DATA

Fax Number: (804)225-5406

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 804-775-4338

Email: mholloway@mcguirewoods.com

TRADEMARK

900048709

REEL: 003306 FRAME: 0548

OP \$215.00 78631368

Correspondent Name: Melanie C. Holloway
Address Line 1: 901 East Cary Street
Address Line 4: Richmond, VIRGINIA 23219

ATTORNEY DOCKET NUMBER: 2000800-0129

NAME OF SUBMITTER: Melanie C. Holloway

Signature: /Melanie C. Holloway/

Date: 05/11/2006

Total Attachments: 4
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Sticky Ribhouse, LLC, a Delaware limited liability company (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, SF Investors, Inc., a Virginia corporation (**"Purchaser"**, and together with Grantor, **"Borrowers"**) and Sticky Fingers Holdings LLC, a Delaware limited liability company (**"Holdings"**), has entered into a Credit Agreement dated as of May 5, 2006 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**) and Wells Fargo Bank, National Association, as Administrative Agent for Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, Borrowers may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the **"Lender Swap Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, **"Swap Counterparties"**); and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 5, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the **"Security Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or

may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and


(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the __ day of May, 2006.

STICKY RIBHOUSE, LLC

By: 
Name: _____
Title: _____

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Name	Registration/Serial Number	Date of Filing/Registration	Owner
Lucky Shuckers	78-631,368	May 17, 2005	Sticky Ribhouse, LLC
Tarheel Vinegar Barbecue Sauce	2,481,565	August 28, 2001	Sticky Ribhouse, LLC
Carolina Classic Barbecue Sauce	2,665,015	December 24, 2002	Sticky Ribhouse, LLC
Memphis Original Barbecue Sauce	2,434,399	March 6, 2001	Sticky Ribhouse, LLC
Sticky Fingers	2,381,542	August 29, 2000	Sticky Ribhouse, LLC
Sticky Fingers	2,379,701	August 22, 2000	Sticky Ribhouse, LLC
Carolina Sweet Barbecue Sauce	2,699,105	March 25, 2003	Sticky Ribhouse, LLC
Sticky Fingers Restaurant and Bar	1,924,215	October 3, 1995	Sticky Ribhouse, LLC